

An. Code, 1924, sec. 32. 1912, sec. 32. 1910, ch. 346, sec. 29 (p. 275).

**29.** (1) Where the obligations of either party to a contract to sell or a sale is subject to any condition which is not performed, such party may refuse to proceed with the contract or sale, or he may waive performance of the condition. If the other party has promised that the condition should happen or be performed, such first-mentioned party may also treat the non-performance of the condition as a breach of warranty.

(2) Where the property in the goods has not passed, the buyer may treat the fulfillment by the seller of his obligation to furnish goods as described and as warranted expressly or by implication in the contract to sell as a condition of the obligation of the buyer to perform his promise to accept and pay for the goods.

An. Code, 1924, sec. 33. 1912, sec. 33. 1910, ch. 346, sec. 30 (p. 275).

**30.** Any affirmation of fact or any promise by the seller relating to the goods is an express warranty if the natural tendency of such affirmation or promise is to induce the buyer to purchase the goods, and if the buyer purchases the goods relying thereon. No affirmation of the value of the goods, nor any statement purporting to be a statement of the seller's opinion only shall be construed as a warranty.

Affirmation of fact or promise by seller in relation to merchandise offered for sale, constitutes warranty. *Schley v. Zalis*, 172 Md. 336.

Vendor of article manufactured by another, and not inherently dangerous, not liable for injuries to third persons not parties to contract. No benefit of warranty. *State v. Cons. Gas., etc., Co.*, 146 Md. 394.

This section referred to in construing secs. 23 and 94. *Engineering & Machine Co. v. Swindell*, 161 Md. 596.

The rule declared in this section has long been recognized and applied as a principle of the common law. Certain representations held not to be statements of seller's opinion only but affirmations of fact relative to things sold which were intended to induce buyer to purchase and upon which he relied in purchasing. *Rittenhouse, W. Auto Co. v. Kissner*, 129 Md. 105.

An. Code, 1924, sec. 34. 1912, sec. 34. 1910, ch. 346, sec. 31 (p. 276).

**31.** In a contract to sell or a sale, unless a contrary intention appears, there is:

(1) An implied warranty on the part of the seller that in case of a sale he has a right to sell the goods, and that in case of a contract to sell, he will have a right to sell the goods at the time when the property is to pass.

(2) An implied warranty that the buyer shall have and enjoy quiet possession of the goods as against any lawful claims existing at the time of the sale.

(3) An implied warranty that the goods shall be free at the time of the sale from any charge or encumbrance in favor of any third person not declared or known to the buyer before or at the time when the contract or sale is made.

(4) This section shall not, however, be held to render liable a sheriff, auctioneer, mortgagee or other person professing to sell by virtue of authority in fact or law goods in which a third person has a legal or equitable interest.

See notes to sec. 33.

An. Code, 1924, sec. 35. 1912, sec. 35. 1910, ch. 346, sec. 32 (p. 276).

**32.** Where there is a contract to sell or a sale of goods by description, there is an implied warranty that the goods shall correspond with the de-